



Appendix E to DIR Contract No. DIR-SDD-1850

Software License Agreement

This Software License Agreement (this “**Agreement**”), effective DATE (the “**Effective Date**”), is made and entered into by and between Denim Group, Ltd. (“**Licensor**”) and _____ (“**Licensee**”). Licensor and Licensee are each referred to herein as a “party” and collectively as the “parties.”

1. **Software.** The term “Software” shall mean the ThreadStrong library of Application Security e-learning courses.
2. **License Grant.** Subject to the terms and conditions of DIR Contract No. DIR-SDD-1850 and this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, royalty-free, paid-up license to execute an executable version of the Software for Licensee’s internal training purposes only at the Site during the License Term for the following number of Licensed Users: **TOTAL (#)**
3. **License Fee.** Upon execution of this Agreement, Licensee shall pay to Licensor the following License Fee as discounted in accordance with Appendix C to DIR Contract No. DIR-SDD-1850: **\$** _____
4. **License Term.** Unless terminated earlier as provided herein, the term of this Agreement (the “License Term”) shall be for the following number of months from the Effective Date: **TOTAL (#)** months.
5. **Site.** The term “Site” shall mean the following physical location: _____ offices in the United States of America.
6. **Terms and Conditions.** The terms and conditions attached hereto are a part of this Agreement and are incorporated herein by this reference.
7. **No Modification.** This Agreement cannot be modified or amended except by a written agreement signed by an authorized representative of each party.
8. **Acceptance.** By signing below, each party signifies that it has carefully examined and agrees to be bound by all the terms and conditions of this Agreement (including, without limitation, the terms and conditions attached hereto) as of the Effective Date stated above.

Denim Group, Ltd.

By: _____

Name: _____

Title: Manager of the General Partner

Date: _____

Address of Licensor:

Denim Group, Ltd.
3463 Magic Drive, Suite 315
San Antonio, TX 78229
Fax: 210-572-4401

Licensee

By: _____

Name: _____

Title: _____

Date: _____

Address of Licensee:

ADDRESS
CITY, STATE ZIPCODE



APPENDIX A TO DIR CONTACT NO. DIR-SDD-1850
Software License Agreement
Terms and Conditions

1. DEFINITIONS.

1.1 “Confidential Information” (as it relates to Licensor) shall mean the Software and all content, drawings, diagrams, specifications, customer and supplier lists, accounting and financial information, trade secrets, business and technical “know how,” processes, formulas, procedures, technology, strategies, data processing procedures, and other information or data provided to Licensee by Licensor. “Confidential Information” (as it relates to Licensee) shall mean all confidential business and technical information of Licensee provided to Licensor.

1.2 “Including” means “including but not limited to” (whether or not capitalized).

1.3 “Licensed User” means a Representative of Licensee who is authorized to execute the Software pursuant to this Agreement.

1.4 “Representatives” shall mean the directors, officers, employees, and agents of a party.

1.5 “Software” shall mean Licensor’s computer software known as Application Security eLearning, including all related content and documentation.

1.6 “Source Code” shall mean all necessary instructions, tools, documents, computer programs or code in human readable language from which machine readable, executable code can be derived.

2. LICENSE RESTRICTIONS.

2.1 No Right to Transfer. The license granted herein is personal to the Licensee and does not extend to any other individuals or entities. Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent from Licensor, and any purported assignment or transfer without such prior written consent shall be null and void.

2.2 No Right to Sublicense. Licensee shall not have any right to sublicense the rights granted herein or use the Software in a service bureau capacity or any other manner except as expressly authorized in this Agreement.

2.3 Limited Right to Copy. Licensee may make a single copy of the Software for back-up and archival purposes only. Licensee shall have no right to copy or reproduce or distribute Licensor’s Software except as expressly authorized in this Agreement.

2.4 Reservation of Rights. Licensor reserves all rights not expressly granted herein. Except as otherwise agreed by Licensor in writing, no express or implied license or right of any kind is granted to Licensee regarding the Licensor’s Software, including any right to reproduce, copy, market, sell, distribute, transfer, translate, modify, or adapt the Software or create any derivative works based on the Licensor’s Software or any portion thereof. Licensee understands that no license is granted by this Agreement to the Source Code of Licensor’s Software. Licensee shall not decompile, disassemble, reverse engineer, or otherwise seek to ascertain the Source Code of the Licensor’s Software in any manner, except as may be expressly permitted by law.



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2.5 Title. Licensor shall retain title to the Software. Licensee agrees that, except for Licensee's license described in this Agreement, Licensee has no right, title or interest in the Licensor's Software, in any form, or in any copies thereof, including all worldwide intellectual property rights and Confidential Information rights therein. In connection therewith, Licensee agrees at all times hereafter to keep the Licensor's Software free of all security interests, liens, encumbrances, mortgages and claims whatsoever, and Licensee agrees that neither it nor anyone at its direction shall file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Licensor's Software.

3. NO WARRANTIES.

THE SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

4. LIMITATION OF LIABILITY.

LIMITATION OF LIABILITY SHALL BE IN ACCORDANCE WITH SECTION 8.K. OF APPENDIX A TO DIR CONTRACT NO. DIR-SDD-1850..

5. INTELLECTUAL PROPERTY.

All right, title, and interest in and to the Software, together with all patent, copyright, trademark, trade secret, and other intellectual property rights therein, shall be and remain the sole property of Licensor.

6. CONFIDENTIALITY.

6.1 Each party understands that during the term of the Agreement, each party may have access to and may learn Confidential Information of the other party, including technical information, Source Codes, computer programs, ideas, and other trade secrets of the other party. Each party understands that it has no title to or rights to use the other party's Confidential Information except as expressly set forth in this Agreement.

6.2 To the extent authorized by the Texas Public Information Act (TPIA), each party agrees to hold in confidence all Confidential Information of the other party and use such Confidential Information only for the purpose of this Agreement. Each party further agrees, to the extent authorized by the TPIA, not to reproduce, distribute, or disclose the other party's Confidential Information to a third party without first obtaining the other party's express written consent. Each party will not disclose, to the extent authorized by the TPIA, the other party's Confidential Information to anyone except its authorized Representatives who have a need to know such Confidential Information to fulfill the purpose of this Agreement.



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6.3 These restrictions shall not apply to information: (I) that is or becomes generally known through no fault of the receiving party, (ii) that the receiving party can show was in its possession prior to its receipt from the disclosing party, (iii) that the receiving party can show was received by it from a third party not prohibited from disclosing the information, (iv) that was developed independently by the receiving party without the use of the other party's Confidential Information or (in the case of the Licensee) Licensor's Software, or (v) was required to be disclosed by the Texas Public Information Act..

6.4 If disclosure of Confidential Information is required by law, subpoena or a government authority, the receiving party may make such disclosure provided that the other party is notified in writing prior to the disclosure and every reasonable effort is made to protect the other party's proprietary interests in such Confidential Information.

. 7. Notices. **NOTICES SHALL BE IN ACCORDANCE WITH SECTION 10.A. OF APPENDIX A TO DIR CONTRACT NO. DIR-SDD-1850.**

8. TERMINATION.

Terminations shall be in accordance with Section 9.B. of Appendix A to DIR Contract No. DIR-SDD-1850.

9. CHOICE OF LAW AND FORUM. This Agreement shall be governed by the laws of the State of Texas without giving effect to any rules pertaining to conflicts of laws, and exclusive jurisdiction and venue for its enforcement shall be in the courts of Travis County, Texas.

10. ENTIRE AGREEMENT. DIR Contract No. DIR-SDD-1850 and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all other prior or contemporaneous understandings or agreements with respect to the subject matter hereof.

11. HEADINGS. The headings used in this Agreement are for convenience of reference only and shall not be used to interpret the provisions of this Agreement.